

**STATE OF WEST VIRGINIA  
LAND SALES AND CONDOMINIUM DIVISION  
BEFORE THE LAND SALES AND CONDOMINIUM DIRECTOR  
CHARLESTON, WEST VIRGINIA 25305**

**IN THE MATTER OF:**

**CASE NO.: 12-0034**

**JOHN DOE A/K/A TRISTAN,  
and OTHER UNKNOWN  
INDIVIDUALS, D/B/A  
YOUR TRAVELS RENTALS a/k/a  
PREMIER TRAVEL REALTY**

**SUMMARY ORDER TO CEASE AND  
DESIST, SUSPENDING EXEMPTIONS  
AND NOTICE OF RIGHT TO  
HEARING**

**RESPONDENTS.**

**SUMMARY ORDER**

**WHEREAS**, pursuant to the authority granted by the West Virginia Real Estate Time-Sharing Act, W. Va. Code 36-9-1 *et. seq.* (hereinafter "the Act"), the Division of Land Sales and Condominiums under the State Auditor (hereinafter "Division") has investigated the activities of the above named entities and individuals (hereinafter "Respondents").

**WHEREAS**, as a result of the Division's investigation, the Director of the Land Sales and Condominium Division, by the authority vested in him by Chapter 36, Article 9, Section 23 of the Act, finds as follows:

**RESPONDENTS**

1. Your Travels Rentals a/k/a Premier Travel Realty (hereinafter "YTR") is an entity with the last known address at 364 Patteson Drive, # 319 Morgantown, West Virginia 26505<sup>1</sup>, and last known phone number: 888-310-6279.
2. John Doe, a/k/a "Tristan" (hereinafter Tristan) and other unknown individuals represented themselves to be employees of Your Travels Rentals a/k/a Premier Travel Realty. There are no known addresses or phone numbers for "Tristan" or any other alleged employees. Certified letters to the Respondents have been returned.

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<sup>1</sup> The company original mail drop was at P.O. Box 15, Toronto, Ohio, 43964.

### FINDINGS OF FACT

3. Paragraphs 1 and 2 are incorporated by reference as if fully set forth herein.
4. Respondent YTR represented itself as both a timeshare resale and rental company.
5. Respondent Tristan represented himself as an employee of YTR.
6. On December 22, 2010, an individual identifying himself as "Tristan" cold-called a New York citizen and asked her if she was interested in renting twelve (12) of her Resort Condominium International weeks at a weekly rental rate of \$899.00.
7. The New York citizen was, at the time of the solicitation, the current owner of a timeshare unit (hereinafter "Owner").
8. Tristan told the Owner that she would have to pay YTR an upfront fee of \$99.00 for each rental week it marketed and advertised.
9. Tristan told the Owner she would receive a full refund for the services if the timeshare unit did not rent within 90 days.
10. Because she was guaranteed a full refund, the Owner agreed to purchase the services and authorized a charge of \$1,188.00 on her credit card.
11. The Owner signed and faxed the contract provided by YTR to 1-888-456-5307. Included on the contract was the Owner's written authorization to charge her credit card \$1,188.00.
12. The contract signed by the Owner stated that the "document is protected by the United States Consumer Protection Act."
13. The contract also made the following guarantee: "Receive 100% of Marketing & Advertising fee returned if unable to provided owner with a rental offer on listed vacation property."
14. The contract allowed the Owner "7 days from the date on receipt to receive a full refund of services...."
15. When the Owner did not hear anything from the company for over five months, she wrote a letter inquiring about the status of her purchase and mailed it to the P. O. Box 15, Toronto, Ohio address printed on the contract she had signed.
16. The letter was returned to the Owner with a note from the Post Office that the company had changed its name to Premier Travel Realty and was forwarding its mail to 364 Patteson Drive # 319, Morgantown, West Virginia.

17. On May 23, 2011, the Owner wrote a letter to Premier Travel Realty at the Morgantown, West Virginia address advising the company that she was going to file a complaint with the Federal Trade Commission ( hereinafter " the FTC") in the hopes of getting her money back. The company never responded to this correspondence.
18. To date, the Owner has never received a refund or any of the services that she purchased from YTR.
19. The Owner filed complaints against YTR with the FTC, the Ohio Attorney General's Office, the West Virginia Attorney General's Office, and the West Virginia State Auditor's Office.
20. The FTC has received a total of eight (8) complaints against YTR. Every complaint involved a variation of a timeshare scam.
21. YTR rented P.O. Box 15 in Toronto, Ohio in November of 2010.
22. Shortly after the Post Office Box was leased, the Northern Ohio District of the United States Post Service (hereafter "USPS") started receiving complaints against the company that had rented P.O. Box 15, Toronto, Ohio.
23. The USPS's investigation revealed that YTR had obtained a list of individuals that owned timeshares.
24. The USPS's investigation further revealed that representatives of YTR were cold calling the individuals that owned timeshares and misrepresenting to them that YTR had a buyer interested in purchasing their timeshare.
25. During the conversation, the caller instructed the consumer that YTR would not negotiate the sale of their timeshare unless the consumer became a client of YTR.
26. In order to become a client, the YTR representative told the consumer he had to pay an upfront fee.
27. If the consumer wanted to become a client of YTR, the representative instructed him to authorize the charge on his credit card.
28. The USPS's Investigation revealed that the consumers who paid a fee to YTR never received the promised services or a refund.
29. Shortly after he began his investigation, the USPS put a hold on all mail going to P.O. Box 15 in Toronto Ohio.

30. After YTR became aware of the USPS's investigation into P.O. Box 15, YTR put in a change of address order directing the USPS to forward all mail addressed to P.O. Box 15 to an address in West Virginia.
31. In the spring of 2011, YTR submitted a change of address form and had all its mail forwarded to the United Parcel Store at 47 Washington Avenue, Wheeling, West Virginia.
32. Shortly thereafter, YTR had its mail forwarded from the United Parcel Store in Wheeling, WV to the United Parcel Store at 364 Patteson Avenue, Morgantown, West Virginia, 26505.
33. The post office box in Morgantown, West Virginia, was closed in July of 2011, and no forwarding address was left.
34. The Respondent's website domain YourTravelRentals.com has been parked by the domain provider, GoDaddy.
35. The toll free number provided for on YTR's contract, 888-310-6279, is answered by a recorded message from an unrelated company.

#### **CONCLUSIONS OF LAW**

36. Paragraphs 1 through 35 are incorporated by reference as if fully set forth herein.
37. Respondents violated West Virginia Code § 36-9-5 by failing to furnish a complete copy of the contract, containing all the required information and statements, pertaining to the offer to sell, lease, or resell of a time-sharing plan.
38. Respondents violated West Virginia Code § 36-9-9(b) by misrepresenting the purchaser's right to cancel.
39. Respondents violated West Virginia Code § 36-9-10(a) by failing to by failing to file its advertising with the Division.
40. Respondents violated West Virginia Code § 36-9-10(b) by falsely stating that the contract was protected by the United States Consumer Protection Act.
41. Respondents violated West Virginia Code § 36-9-9 (c) by failing to provide a refund as promised in its contract.

## ORDER

The Director, pursuant to the powers granted in the West Virginia Code § 36-9-1, *et. seq.*, **ORDERS** that:

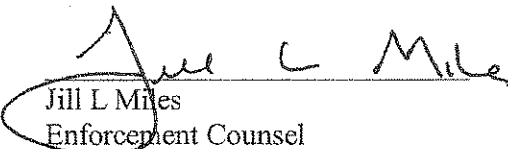
1. Respondents summarily **CEASE AND DESIST** from soliciting and offering to sell, lease or resell the aforesaid time-sharing plans or units, either directly or indirectly through officers, directors, employees, representative agent, affiliates, successors or assigns, unless and until compliance with the Act has been achieved and until further Order of the Director.
2. Respondents summarily **CEASE AND DESIST** from contacting West Virginia owners for the purpose of offering services or advertising materials to sell, lease or resell any timeshare or timeshare related interest.
3. Pursuant to West Virginia Code § 36-9-23(a-e)(1-3), any exemptions from the requirements of the Act claimed by the Respondents are hereby summarily **REVOKED AND SUSPENDED** pending final determination of the proceedings herein, and until further Order of the Director.
4. Respondents **SHOW CAUSE** within fifteen (15) days of the date of this Order, through responding to each and every paragraph set forth herein, why this Order should not be made final and permanent and why Respondents should not be ordered to offer rescission to the purchasers of its services.
5. **NOTICE** is hereby given that Respondents may be afforded a hearing in this matter if a written request is made by Respondents, and such request contains a written response to each and every paragraph contained herein. A request for hearing must be in writing and received by the Director within fifteen (15) days of the date of this Order. If a timely request for a hearing is made, a hearing on this matter will be set for the purpose of determining whether this Order shall be modified, vacated, or made permanent.
6. If Respondents do not timely show cause or timely request a hearing or fail to attend a duly scheduled hearing in this matter after receiving notice thereof, the allegations contained in this Order will be deemed true without further proof, Respondents shall be deemed in default, and this Order will become final and permanent within 20 days of the date of this order without further notice to you in accordance West Virginia Code §36-9-23(e)(5) and a civil penalty shall be imposed in the amount of ten thousand dollars pursuant to West Virginia Code § 36-9-23(e)(4)(A).
7. Any violation of this Order will constitute a violation of Chapter 36, Article 9, Section 23 of the Act, and if any violation comes to the attention of the Director, the matter will be pursued in the Circuit Court, and the Respondent may held liable for further civil or administrative penalties.

This Order does not prevent the West Virginia Land Sales and Condominium Division from seeking such other civil or criminal remedies that may be available to it under the Act.

ENTERED this 8<sup>th</sup> day of May 2013.

Glen B. Gainer III  
Director of Land Sales and Condominiums  
Lisa A. Hopkins  
Deputy Director of Land Sales and Condominiums

By:

  
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